

Sent By: Bennett Truck Transport;
To: BMT BEATAC At: 12068708775

503 981 4084;

8ep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

46 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payor of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Don

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

16-OCT-08

Invoice Number:

2314676-00

| | |
|---------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 |
|---------|--|

BENNETT
Truck Transport, LLC

| | |
|-----------|--|
| Consignee | 12-0140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
|-----------|--|

| | |
|---------|---|
| Bill To | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 |
|---------|---|

RECEIVED
OCT 20 2008

Page 1 of 1

BY: _____ Tel. # : (800) 866-5500 (770) 957-1866
Fax # : (800) 866-4420 (770) 957-7634

Div: 12

| | | | |
|-----------------------------|--------|------------------|----------|
| B/L Number: 008-88037-47 | Miles: | Truck: 480221 | Trailer: |
|-----------------------------|--------|------------------|----------|

Driver Name: JAMES SOLER

Date Shipped: 16-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|--|-----------------|--------|------------|----------|
| 1 | 13X72X12'10" | 0 | 688.00 FLT | 688.00 |
| | FSC | | 431.50 FLT | 431.50 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 376.25 FLT | 376.25 |
| | SPOTTING CHARGE | | 433.25 FLT | 433.25 |
| | MOTEL | | 100.00 FLT | 100.00 |
| | UED C&H PILOTS | | | |
| <p>Job: 08-009 Code: 01-626 Price: \$2044.00 Initials: <i>CH</i></p> <p>POSTED</p> | | | | |
| | | | | 2,044.00 |

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-47
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305


Invoice Number: 2314676-00
Invoice Date: 16-OCT-08
Payment Due Date: 31-OCT-08

Total Amount Due: 2,044.00

Amount Enclosed: _____

136
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|--|---|--|------|-------------------------------------|------------------------------|
| Date : 10/11/08 Terminal: RWA Load : 2314676 SERIAL #: 008-88037-47 PO#/HUD# |  STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | Driver: <u>Jim Soler</u> Truck: <u>480221</u> Unit: C.O.D Amount: | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Traffic. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Traffic. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | | | | |
| REMIT C.O.D | | | | | |
| NO | Description 13X72X12'10 | Weight | Rate | Miles 150 | Total 2044. ⁰⁰ |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC. (If No Signature, Need Pro Bill#): Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section I(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: PREPAID: COLLECT: THIRD PARTY: | | | | | |
| COD AMT \$ \$ \$ \$ | | | | | |
| Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. | | | | | |
| Signature of Consignee: _____ | | | | | |
| Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ | | | | | |
| Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier | | | | | |
| SHIPPER PER: _____ | | CARRIER PER: <u>Jim Soler</u> | | CONSIGNEE PER: <u>OK Per Don</u> | |

Sent By: Bennett Truck Transport;
To: BMT SEATAC At: 12088708775

503 981 4084;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

47 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

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IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Don

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2314680-00

Shipper

0140460
TRANSFORM
11857 BAY RIDGE DRIVE
BURLINGTON WA 98233

BENNETT
Truck Transport, LLC

Consignee

12-0140455
EAST AHM DEVELOPEMENT
611 HIGHWAY 903
STORAGE LOT
CLE ELUM,WA,98922

Bill To

0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

RECEIVED

Page 1 of 1

BY: Tel. # : (800) 866-5500 (770) 957-1866
Fax # : (800) 866-4420 (770) 957-7634

Div: 12

B/L Number:
008-88037-49

Miles:

Truck:
418029

Trailer:

Driver Name: EDWARD LUDWIG

Date Shipped: 17-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|---|-----------------|--------|------------|---------|
| 1 | 15X72X12'10 | 0 | 688.00 FLT | 688.00 |
| | FSC | | 401.54 FLT | 401.54 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 376.25 FLT | 376.25 |
| | SPOTTING CHARGE | | 480.00 FLT | 480.00 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED C&H PILOTS | | | |
| <p>Job: 08-009 Code: 01-626 Price: \$2060.79 Initials: CH</p> <p>POSTED</p> | | | | |

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

2,060.79

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-49

Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:


Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2314680-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08

Total Amount Due: 2,060.79
Amount Enclosed: _____

139
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|--|---|---|------|--------------|------------------|
| Date : 10-17-08 Terminal: RWA Load : 2314680 SERIAL #: 008-88037-49 PO# HUD# |  | Driver: Ed Ludwig Truck: 418029 Unit: C.O.D Amount: | | | |
| STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | | | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | REMIT C.O.D | | | |
| NO | Description 15X72X12'10 | Weight | Rate | Miles 150 | Total 2060.79 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____. Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE : PREPAID : COLLECT : THIRD PARTY : COD AMT \$ \$ \$ \$ | | | | | |
| Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier | | | | | |
| SHIPPER PER: _____ | | CARRIER Ed Ludwig PER: _____ CONSIGNEE OK Per Don | | | |

140
AHM

Sent By: Bennett Truck Transport;
To: BMT SEATAC At: 12088708775

503 981 4084;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

49 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

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IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Don

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2317110-00

Shipper

0140460
TRANSFORM
11857 BAY RIDGE DRIVE
BURLINGTON WA 98233

BENNETT
Truck Transport, LLC

Consignee

12-0140455
EAST AHM DEVELOPEMENT
611 HIGHWAY 903
STORAGE LOT
CLE ELUM,WA,98922

Bill To

0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Page 1 of 1

RECEIVED
Tel. # (800) 866-5500 (770) 957-1866
Fax # (800) 866-4420 (770) 957-7634

BY:.....

Div: 12

B/L Number:
008-88037-55

Miles:

Truck:
418029

Trailer:

Driver Name: EDWARD LUDWIG

Date Shipped: 18-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|---|-----------------|--------|------------|---------|
| 1 | 14'5X76X12'10 | 0 | 688.00 FLT | 688.00 |
| | FSC | | 401.54 FLT | 401.54 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 376.25 FLT | 376.25 |
| | SPOTTING CHARGE | | 480.00 FLT | 480.00 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED C&H PILOTS | | | |
| <p>Job: 08-009 Code: 01-626 Price: \$2060.79 Initials: CH</p> <p>POSTED</p> | | | | |

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT**2,060.79**

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-55
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:


Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2317110-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08

Total Amount Due: 2,060.79
Amount Enclosed: _____

142
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|--|---|--|------|-------------------------------------|-------------------------|
| Date: <u>10-18-08</u> Terminal: RWA Load: 2317110 SERIAL #: 008-88037-55 PO# HUD# |  STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | Driver: <u>Ed Ludwig</u> Truck: <u>418029</u> Unit: C.O.D Amount: | | | |
| CARRIER: Bennett Truck Transport LLC, including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT: 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
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| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | | | | |
| REMIT C.O.D | | | | | |
| NO | Description 14'5X76X12'10 | Weight | Rate | Miles <u>150</u> | Total <u>2069.79</u> |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effects and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: PREPAID: COLLECT: THIRD PARTY: COD AMT \$ \$ \$ \$ | | | | | |
| Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. | | | | | |
| Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier | | | | | |
| SHIPPER PER: _____ | | CARRIER PER: <u>Ed Ludwig</u> | | CONSIGNEE PER: <u>OK Per Don</u> | |

Sent By: Bennett Truck Transport;
To: BMT 8EATAC At: 12088708775

503 981 4084;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

55 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Don

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2314681-00

| | |
|---------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 |
|---------|--|

BENNETT
Truck Transport, LLC

| | |
|-----------|--|
| Consignee | 12-0140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
|-----------|--|

| | |
|---------|---|
| Bill To | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 |
|---------|---|

Page 1 of 1

RECEIVED

Tel. # : (800) 866-5500 (770) 957-1866

Fax # : (800) 866-4420 (770) 957-7634

BY:

Div: 12

| | | | |
|-----------------------------|--------|-------------------------|----------|
| B/L Number: 008-88037-50 | Miles: | Truck: 416817 | Trailer: |
| Driver Name: DAVID HYNDMAN | | Date Shipped: 18-OCT-08 | |

| Pieces | Description | Weight | Rate | Charges |
|--------|-----------------|--------|------------|---------|
| 1 | 13X72X12'10" | 0 | 688.00 FLT | 688.00 |
| | FSC | | 400.00 FLT | 400.00 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 170.00 FLT | 170.00 |
| | SPOTTING CHARGE | | 464.75 FLT | 464.75 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED OWN PILOTS | | | |

Job: 08-009
Code: 01-626
Price: \$1837.75
Initials: CH

POSTED

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

1,837.75

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-50

Bill To: 0140320

EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2314681-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08


Total Amount Due: 1,837.75

Amount Enclosed: _____

145

AHM

YOUR HIGHWAY TO THE WORLD

| | | |
|---|--|---|
| Date: <u>10-18-08</u> Terminal: <u>RWA</u> Load: <u>2314681</u> SERIAL #: <u>008-88037-50</u> PO#/HUD#: |  | Driver: <u>DAVE Hyndman</u> Truck: <u>416817</u> Unit: C.O.D Amount: |
| STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE | | |
| CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI a division of Bennett Truck Transport,LLC. 1001 Industrial Parkway,PO Box 569,McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 |
| From: Shipper Address(Origin):140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 3607559130 | To: Consignee Address(Destination):140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM,WA,98922 5096741517 | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, co-signed, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | |
| FOR PAYMENT, SEND BILL TO: | | |
| EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | |
| REMIT C.O.D | | |
| NO | Description 13X72X12'10 | Weight |
| | | Rate |
| | | Miles |
| | | Total |
| | | <u>150</u> <u>1837.75</u> |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section I(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. C.O.D. FEE: PREPAID: COLLECT: THIRD PARTY: COD AMT \$ \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignee: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier SHIPPER CARRIER CONSIGNEE PER: PER: <u>Dave Hyndman</u> PER: <u>OK Pu Dor</u> | | |

Sent By: Bennett Truck Transport;
To: BMT SEATAC At: 12088708775

503 981 4094;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

50 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Dow

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2317104-00

Shipper

0140460
TRANSFORM
11857 BAY RIDGE DRIVE
BURLINGTON WA 98233

BENNETT
Truck Transport, LLC

Consignee

12-0140455
EAST AHM DEVELOPEMENT
611 HIGHWAY 903
STORAGE LOT
CLE ELUM,WA,98922

Bill To

0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Page 1 of 1

Tel. # : (800) 866-5500 (770) 957-1866
Fax # : (800) 866-4420 (770) 957-7634

Div: 12

B/L Number: 008-88037-54 Miles: Truck: 480221 Trailer:

Driver Name: JAMES SOLER

Date Shipped: 19-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|--|-----------------|--------|------------|----------|
| 1 | 15X72X12'10" | 0 | 688.00 FLT | 688.00 |
| | FSC | | 401.54 FLT | 401.54 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 376.25 FLT | 376.25 |
| | SPOTTING CHARGE | | 480.00 FLT | 480.00 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED C&H PILOTS | | | |
| <p>Job: 08-009 Code: 01-626 Price: \$2060.79 Initials: CH</p> | | | | |
| | | | | 2,060.79 |

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-54
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305


Invoice Number: 2317104-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08

Total Amount Due: 2,060.79

Amount Enclosed: _____

148
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|---|---|---|------|-------|---------|
| Date : 10/19/08 Terminal: RWA Load : 2317104 SERIAL #: 008-88037-54 PO#/HUD# |  STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | Driver: SOLE J Truck: 480221 Unit: C.O.D Amount: | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: REMIT C.O.D EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | | | | |
| NO | Description 15X72X12'10 | Weight | Rate | Miles | Total |
| | | | | 150 | 2060.79 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. C.O.D. FEE : PREPAID : COLLECT : THIRD PARTY : COD AMT \$ \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier SHIPPER CARRIER CONSIGNEE PER: _____ PER: <i>Jim Soler</i> PER: <i>OK per Don</i> | | | | | |

Sent By: Bennett Truck Transport;
To: BMT BEATAC At: 12088708775

503 981 4094;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

54 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

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This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: OK Per Doz

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2317100-00

| | |
|---------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 |
|---------|--|

BENNETT
Truck Transport, LLC

| | |
|-----------|--|
| Consignee | 12-0140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
|-----------|--|

| | |
|---------|---|
| Bill To | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 |
|---------|---|

Page 1 of 1

RECEIVED

Tel. # : (800) 866-5500 (770) 957-1866
Fax # : (800) 866-4420 (770) 957-7634

BY:

Div: 12

| | | | |
|-----------------------------|--------|------------------|----------|
| B/L Number: 008-88037-53 | Miles: | Truck: 416817 | Trailer: |
|-----------------------------|--------|------------------|----------|

Driver Name: DAVID HYNDMAN

Date Shipped: 19-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|--|-----------------|--------|------------|---------|
| 1 | 12'7X72X12'10 | 0 | 688.00 FLT | 688.00 |
| | FSC | | 450.00 FLT | 450.00 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 170.00 FLT | 170.00 |
| | SPOTTING CHARGE | | 414.75 FLT | 414.75 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED OWN PILOTS | | | |
| POSTED Job: 08-009 Code: 01-626 Price: \$1837.75 Initials: CH | | | | |

PAY THIS AMOUNT**1,837.75**

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-53
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2317100-00

Invoice Date: 20-OCT-08


Payment Due Date: 04-NOV-08

Total Amount Due: 1,837.75

Amount Enclosed: _____

151
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|---|---|---|------|--------------|------------------|
| Date : 10/19/08 Terminal: RWA Load : 2317100 SERIAL #: 008-88037-53 PO# HUD# |  | Driver: HYND D Truck: 416817 Unit: HS6817 C.O.D Amount: | | | |
| STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | | | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | REMIT C.O.D | | | |
| NO | Description 12'X72'X12'10 | Weight | Rate | Miles 150 | Total 1837.75 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____. Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof. Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (if No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: _____ PREPAID: _____ COLLECT: _____ THIRD PARTY: _____ COD AMT \$ _____ \$ _____ \$ _____ \$ _____ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction. Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier. | | | | | |
| SHIPPER PER: _____ | | CARRIER PER: <u>Tue Hysolma</u> CONSIGNEE PER: <u>OK Per Doz</u> | | | |

Sent By: Bennett Truck Transport;
To: BMT SEATAC

503 981 4084;

Sep-11-08 2:04PM;

Page 1/1

RELEASED VALUE/CARGO INSURANCE WAIVER

53 In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the ____ day of September, 2008.

CONSIGNOR/CONSIGNEE:
East AHM Development

CARRIER:
Bennett Truck Transport, LLC

By: _____

OK Per Don

By: _____

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2316545-00

| | |
|---------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 |
|---------|--|

BENNETT
Truck Transport, LLC

| | |
|-----------|--|
| Consignee | 12-0140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
|-----------|--|

| | |
|---------|---|
| Bill To | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 |
|---------|---|

Page 1 of 1

RECEIVED

Tel. # (800) 866-5500 (770) 957-1866
Fax # (800) 866-4420 (770) 957-7634

BY:

| | | | | |
|-----------------------------|--------|------------------|----------|---------|
| B/L Number: 008-88037-51 | Miles: | Truck: 418029 | Trailer: | Div: 12 |
|-----------------------------|--------|------------------|----------|---------|

Driver Name: EDWARD LUDWIG

Date Shipped: 20-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|--|---|--------|---|---|
| 1 | 10'10X29X12'10 FSC PERMITS SPOTTING CHARGE DEADHEAD MILES | 0 | 688.00 FLT 250.00 FLT 15.00 FLT 242.00 FLT 100.00 FLT | 688.00 250.00 15.00 242.00 100.00 |
| Job: 08-009 Code: 01-626 Price: \$1295. Initials: <i>OK</i> | | | | |
| <div>POSTED</div> | | | | |

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

1,295.00

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-51
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305


Invoice Number: 2316545-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08

Total Amount Due: 1,295.00

Amount Enclosed:

154
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|---|---|--|------|-------------------------------------|---------|
| Date : 10/20/08 Terminal: RWA Load : 2316545 SERIAL #: 008-88037-51 PO#/HUD# |  STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | Driver: <u>Ed Ludwig</u> Truck: <u>418029</u> Unit: C.O.D Amount: | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | REMIT C.O.D | | | |
| NO | Description 10'10X29X12'10 | Weight | Rate | Miles | Total |
| | | | | 150 | 1295.00 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effects and/or furnishings, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: PREPAID: COLLECT: THIRD PARTY: | | | | | |
| COD AMT \$ \$ \$ \$ | | | | | |
| Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier | | | | | |
| SHIPPER PER: _____ | | CARRIER PER: <u>Ed Ludwig</u> | | CONSIGNEE PER: <u>OK Per Don</u> | |

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

20-OCT-08

Invoice Number:

2316548-00

| | |
|---------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 |
|---------|--|

BENNETT
Truck Transport, LLC

| | |
|-----------|--|
| Consignee | 12-0140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
|-----------|--|

| | |
|---------|---|
| Bill To | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 |
|---------|---|

RECEIVED

Page 1 of 1

Tel. # (800) 866-5500 (770) 957-1866

Fax # : (800) 866-4420 (770) 957-7634

BY: _____

| | | | | |
|-----------------------------|--------|------------------|----------|---------|
| B/L Number: 008-88037-52 | Miles: | Truck: 480221 | Trailer: | Div: 12 |
|-----------------------------|--------|------------------|----------|---------|

Driver Name: JAMES SOLER

Date Shipped: 20-OCT-08

| Pieces | Description | Weight | Rate | Charges |
|------------------|-----------------|--------|------------|---------|
| 1 | 14'2X34X12'10 | 0 | 688.00 FLT | 688.00 |
| | FSC | | 450.25 FLT | 450.25 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | ESCORTS | | 376.25 FLT | 376.25 |
| | SPOTTING CHARGE | | 414.50 FLT | 414.50 |
| | DEADHEAD MILES | | 100.00 FLT | 100.00 |
| | USED C&H PILOTS | | | |
| Job: 08-009 | | | | |
| Code: 01-626 | | | | |
| Price: \$2044.00 | | | | |
| Initials: CH | | | | |

POSTED

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

2,044.00

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-52
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305


Invoice Number: 2316548-00
Invoice Date: 20-OCT-08
Payment Due Date: 04-NOV-08

Total Amount Due: 2,044.00

Amount Enclosed: _____

156
AHM

YOUR HIGHWAY TO THE WORLD

| | | | | | |
|---|---|--|------|-------------------------------------|-------------------------|
| Date : 10/20/08 Terminal: RWA Load : 2316548 SERIAL #: 008-88037-52 PO#/HUD# |  | Driver: <i>Jim Soler</i> Truck: <i>480221</i> Unit: C.O.D Amount: | | | |
| STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | | | | | |
| CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | US DOT : 600382 MC-ICC 285766 | | | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5096741517 | | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Tariff. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 0 | | REMIT C.O.D | | | |
| NO | Description 14'2X34X12'10 | Weight | Rate | Miles <i>150</i> | Total <i>2044.00</i> |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effects and/or furnishings, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Need Pro Bill#). Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: PREPAID: COLLECT: THIRD PARTY: COD AMT \$ \$ \$ \$ | | | | | |
| Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier | | | | | |
| SHIPPER PER: _____ | | CARRIER PER: <i>Jim Soler</i> | | CONSIGNEE PER: <i>OK Per Don</i> | |

FILED 2/25/10

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SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

EAST AHM DEVELOPMENT, LLC, a
Washington Limited Liability Company,

) NO.
)

10 2 00374 9

Plaintiff,

) SUMMONS
)

vs.

)

TRANSFORM LLC, a Washington
Limited Liability Company,

)

)

)

)

)

)

Defendant.

)

)

THE STATE OF WASHINGTON, TO: The above named Defendant:

A lawsuit has been started against you in the above entitled Court by the above named Plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within 20 days after the service of this Summons, exclusive of the day of service, if served within the State of Washington; and within 60 days after the service of this Summons upon you, exclusive of the day of service, if served outside the State of Washington, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff is entitled to what he asks for because you have not responded. If you serve a Notice of Appearance on the undersigned attorney, you are entitled to notice before a default judgment may be entered.

\\
SUMMONS - 1

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax

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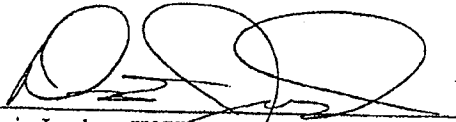
You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the demand must be in writing and must be served upon the Plaintiff. Within 14 days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the service on you of this Summons and Complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATE: February 24, 2010.

DENNIS JORDAN & ASSOCIATES,
INC., P.S.



Dennis Jordan, WSBA #4904
Attorney for Plaintiff

\\
SUMMONS - 2

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax

) NO. **10 2 00374 9**
)
) COMPLAINT

Defendant:

160
AHM

1 Washington.

2
3 4. On or about June, 2008, the Plaintiff as "Buyer" and the Defendant as "Seller"
4 entered in to a "labor only" construction contract in the form attached hereto as Exhibit
5 1.

6 5. In the performance of that contract, the Plaintiff supplied construction materials
7 to the Defendant which the Defendant used to built into 55 modules at its factory in
8 Burlington, WA. These modules or modular units consisted of prefabricated sections of
9 walls, ceilings, and floors that contained/included all framing, insulation, wallboard
10 (drywall), data wiring, structured high tech wiring and rough-in electrical, plumbing and
11 gas. Once delivered to the job/construction site of the Plaintiff's condominium project,
12 the individual modular units were then connected together to form a single piece of real
13 property consisting of a 32-unit condominium building with entry, hallways, offices and
14 other interior spaces.
15

16 6. The contract schedule as set forth in Exhibit 1 anticipated two deliveries of
17 modules to the Plaintiff with the first occurring on July 18, 2008.
18

19 7. The contract called for delivery F.O.B. the Defendant's factory in Burlington.

20 8. Contrary to the terms and conditions of Exhibit 1 attached hereto, delivery of
21 the first two modular units did not take place until September 5, 2008. (See Exhibits 2 and
22 3 attached hereto.) The remaining 55 modular units were delivered after that date.

23 9. Until the delivered modular units are installed in place and connected, they
24

25 \\
COMPLAINT - 2

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax

1
2 could not be tested by the Plaintiff for deficiencies and/or property damage to the
3 materials provided by Plaintiff that had occurred as a result of the Defendant's actions.

4 10. When these units were tested, it was discovered that the Defendant had caused
5 property damage to the materials purchased and supplied by the Plaintiff. For example,
6 but not in limitation thereof, drywall nails were driven through electrical conduit, through
7 plumbing pipes, through gas lines and data wiring. As a result of the above described
8 actions, many of the modular units had to be repaired on site which included identifying
9 the work that was needed, and accessing and repairing the damage to Plaintiff's materials.
10

11 11. As a result of the Defendant's actions and the need to identify, access and
12 repair, the Plaintiff has suffered significant damages. Such damages include
13 consequential damages including, but not limited to, delay damages and damages to
14 property, the majority, if not all of which, were caused by the property damage described
15 above.
16

17 12. Paragraph 5 of the general terms and conditions of the parties contract
18 provides as follows:

19 5. **Warranty.** Seller warrants that the goods furnished hereunder
20 will be free from defects in materials and workmanship for a period of one
21 year from their date of delivery to buyer. Upon written notice to Seller
22 within the specified one year period, Seller agrees to promptly repair or
23 replace, as necessary, any defect in workmanship or materials for which
24 it is responsible. Seller shall transfer any warranty available and
25 transferable from the original manufacturer of component parts of the
goods to the Buyer. **This remedy is the exclusive remedy for any
breach by Seller.**

25 \\
COMPLAINT - 3

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax

1
2 THE FOREGOING WARRANTY IS IN LIEU OF ALL
3 OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING,
4 BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF
5 MERCHANTABILITY OR FITNESS FOR A PARTICULAR
6 PURPOSE. THE BUYER'S EXCLUSIVE REMEDY WITH
7 RESPECT TO ANY AND ALL LOSSES OR DAMAGES
8 RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE
9 REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. IN NO
10 EVENT SHALL SELLER BE LIABLE FOR ANY
11 CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING
12 WITHOUT LIMITATION, DAMAGES FOR ANY DELAYS,
13 PERSONAL INJURY, OR DAMAGES TO PROPERTY,
14 WHETHER ALLEGED AS RESULTING FROM BREACH OF
15 WARRANTY OR CONTRACT BY SELLER OR NEGLIGENCE
16 OF SELLER OR OTHERWISE.

17 13. The Plaintiff agreed to the terms and conditions of paragraph 5 above and was
18 willing to waive certain claims and damages based upon the promise of the Defendant to
19 "promptly repair or replace, as necessary, any defect in workmanship or materials for
20 which it [was] responsible." The Defendant, however, breached that promise as it failed
21 to make the necessary repairs or replacements.

22 14. The promise of repair and replacement was material to the Defendant's
23 agreement regarding the waiver/exclusion of other warranties or damages. The
24 Defendant's breach constituted a failure of consideration to the Defendant's agreement
25 with respect to warranties and damages which gives rise to the Plaintiff being entitled to
rescind any such waiver/exclusion in its entirety.

15. Paragraph 7(b) of the general terms and conditions of Exhibit 1 provides that
the Plaintiff must commence any claim or cause of action against the Defendant "within

\\
COMPLAINT - 4

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax

1
2 18 months of the date of delivery by Seller to Buyer of the goods which are the subject
3 of the claim or cause of action." Not more than 18 months has lapsed since the date of
4 delivery as contemplated by the terms and conditions of Exhibit 1.

5 16. Paragraph 7(d) of the general terms and conditions of Exhibit 1 provide for
6 the prevailing party "in any dispute" between these parties to be awarded "its reasonable
7 attorneys' fees, experts' fees, and costs."


8 WHEREFORE, Plaintiff prays for the following relief against the Defendant:
9

10 (1) For a judgment for damages in an amount to be proven at the time of trial.

11 (2) For such other and further relief as this court may deem just and proper,
12 including an award of reasonable attorney fees, expert's fees and costs.

13 DATED this 24 day of February, 2010.

14 DENNIS JORDAN & ASSOCIATES,
15 INC., P.S.

16 
17 Dennis Jordan, WSBA #4904
18 Attorney for Plaintiff
19
20
21
22
23
24
25

25 //
COMPLAINT - 5

Dennis Jordan & Associates Inc. P.S.
4218 Rucker Avenue Everett, WA 98203
(425)252-5554 (425)258-4060 Fax



Your Modular Builder

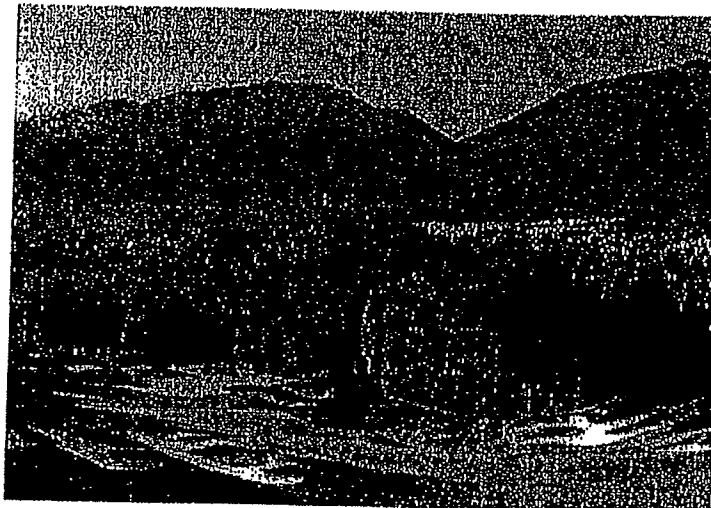


Proposal & Inclusions For -

Trailhead Condominiums at Suncadia

3770 Suncadia Trail
Cle Elum, WA
98922

June 13th, 2008



Prepared By:
Transform's Estimating Dept.
11857 Bay Ridge Drive
Burlington, WA 98233

Tel. 360.755.9130 Ext 211
Fax 360.707.0818

www.transform-llc.com

OUTLINE SPECIFICATIONS.

EXHIBIT 1

Transform LLC.

Trailhead at Suncadia -- Building #1

June 13, 2008

TRANSFORM'S INCLUSION SPECIFICATIONS**DIVISION SECTIONS BY TITLE****DIVISION 1 FLOOR ASSEMBLY**

1 1/2" x 11 7/8" LVL Double Perimeter Rim Joist
 2 5/16" x 11 7/8" TJI 230 Floor Joists at 16" O.C.
 4' x 8' x 1/2" T&G OSB as a Sub-Floor
 Sub-Floor is Glued and Nailed per Schedule, Acoustical Sealant used at base plates
 Fire Sealant Polyurethane Spray Foam
 1/2" Homasote or equiv sub-strait - Covers All the Subfloor before walls are set.
 ITT3511.88 - 2 5/16" x 11 7/8" Joist Hangers for 380 & 230 by Simpson Strong-Tie
 Under Floor Insulation R-21 Unfaced Batt Insulation
 Mraft X-Series Woven Polypropylene Underclosure to secure Insulation

DIVISION 2 EXTERIOR WALL ASSEMBLY

2" x 6" DF #2 or BTR Wall Plate Material - Single Bottom and Single Top Plate
 2" x 6" DF #2 or BTR 104 5/8" Wall Studs @ 16" O.C UNO - 9' Wall Height
 2" x 10" DF #2 or BTR Insulated Box Headers above all Rough Framed Openings where needed
 2 1/2" Ridged Foam Insulation used in the Box Headers
 R-24 Unfaced Batt Insulation at Exterior Walls
 4' x 10' x 7/16" OSB Exterior Wall Sheathing
 Single Layer of Tyvek Commercial Building Wrap Vapor Barrier for Water Intrusion
 4' x 9' x 5/8" Gypsum Based Type "X" Sheetrock Hung (No Mud and/or Tape Included)

DIVISION 3 WINDOWS & DOORS

Window Membrane Flashing - Tyvek Flex wrap 8" x 76' - Installed on the Sill of the Window
 Window Membrane Flashing - Tyvek Straight Flash 4" x 150' - Top, Sides, & Bottom Flashing
 Window Membrane Flashing - Tyvek Sealant CS/12 - Sealing caulk for inside the window
 Window Backer Rod - MD Pre-Caulk Backer Rod 3/8" x 20' - Insulating around the inside of the window

DIVISION 4 INTERIOR WALL ASSEMBLY

2" x 4" DF #2 or BTR Wall Plate Material - Single Bottom and Single Top Plate
 2" x 4" DF #2 or BTR 104 5/8" Wall Studs @ 16" O.C UNO - 9' Wall Height
 4' x 8' x 7/16" OSB at all required interior shear walls
 4' x 8' x 5/8" Gypsum Based Type "X" Sheetrock Hung (No Mud and/or Tape Included)
 RC Channel and Clips Installed Only at Corridor Locations
 #10 - 3" - #2 Bugle Head Square Drive Vinyl Coated Deck Screws to Install RSIC Clips
 RSIC-1.5" - Adjustable Furring Channel Mount - The Smart Clip
 RSIC-1.5" - Adjustable Furring Channel Mount - HAT CHANNEL 20ga 7/8"gr 20ft - 2 1/2" x 1" x 240"
 Interior Sound Insulation R-11 on 2x4 walls - Fiberglass Form Free Unfaced Batts
 Interior Sound Insulation R-19 on 2x6 walls - Fiberglass Form Free Unfaced Batts

OUTLINE SPECIFICATIONS

2

Transform LLC.

Trailhead at Suncadia - Building #1

June 13, 2008

DIVISION 5**CEILING ASSEMBLY**

Sub-Floor Adhesive - OSI® Pro-Series® SF-460™ Heavy Duty Sub-Floor & Construction Adhesive
 1 3/4" x 7 1/4" LVL's - Double Perimeter Rim
 2" x 8" DF #2 Ceiling Joist 16" O.C UNO
 2" x 8" DF #2 Crush Plate at Perimeter walls and over corridor nailed down through ceiling deck into rim
 4' x 8' x 7/16" OSB above Ceiling Joist Sheathing
 4' x 8' x 5/8" OSB Crush blocks installed on perimeter wall plate
 Ice & Water Shield 3' x 75' - Covers the exterior ceiling deck for water protection
 #10 - 3" - #2 Bugle Head Square Drive Vinyl Coated Deck Screws to install RSIC Clips
 RSIC-1.6" - Adjustable Furring Channel Mount - The Smart Clip
 RSIC-1.6" - Adjustable Furring Channel Mount - HAT CHANNEL 20ga 7/8"gr 20ft - 2 1/2" x 1" x 240"
 4x16x5/8" Interior Gypsum Board - Double Layer on the Lid in Units Only

DIVISION 6**ROOF ASSEMBLY**

N/A

DIVISION 7**STAIR ASSEMBLY**

N/A

DIVISION 8**PLUMBING ASSEMBLY**

Pex and PVC Standard Rough In per Plan
 3 1/2" Waste Pipe Insulation
 Shower Receptor - Tile Redi Waterproof Shower Module - 33" x 60" Model # 3360L
 Molded Tub/Shower Combo - Sterling Model # 81041110 - 6' White Bathtub, Vikrell Material, Swirl
 Gloss Finish, Overall Size 60" x 30.5" x 16"
 Rinnai Tankless on demand water heater - Tankless Water Heater 199,000 BTU R94LSI by Rinnai

DIVISION 9**ELECTRICAL ASSEMBLY**

Basic Rough-In per Plan

DIVISION 10**HVAC / MECHANICAL ASSEMBLY**

Rinnai Air Handler Unit - Series 37AHA - Model #04608 - Installed in ONLY Type "A" Units
 Rinnai Air Handler Unit - Series 37AHA - Model #06012 - Installed in all Standard Type "B" Units
 Dryer Rough In Box - DBX1000 Plastic Dryer Vent Box with Snap on Trim Ring

DIVISION 11**FIRE SUPPRESSION ASSEMBLIES**

N/A

OUTLINE SPECIFICATIONS

3

Transform LLC.

Trailhead at Suncadia – Building #1

June 13, 2008

DIVISION 12 INTERIOR FINISHES ASSEMBLY

N/A

DIVISION 13 APPLIANCES

N/A

DIVISION 14 SHIP LOOSE ITEMS

N/A

DIVISION 15 PROJECT EXCLUSIONS – Items not seen above are Excluded from this Proposal

Site Work & Utility Hook-Ups
Foundation, Site Plumbing, Electrical, & HVAC
Fire Alarm & Sprinkler
Finished Flooring
Mud, Tape, Texture, PVA, & Paint
Exterior Metal Flashing, Trim & Siding
Truss and Roof Assembly (Rough or Finish)
All Exterior Doors Slider or Swing
All Interior Doors
Window Supply
All Casework & Millwork
Closet Shelving
Electrical Fixtures & Trim
Plumbing Fixtures & Trim
HVAC & Mechanical Building Fixtures or Trim
Gas Line Piping
Appliances
L&I Inspection Fees

OUTLINE SPECIFICATIONS

4



Transform LLC.

Trailhead at Suncadia – Building #1

June 13, 2008

Client Selections:

Client will be allowed the following allowances and selections:

An allowance is a fixed dollar amount, set by the manufacturer for the client to buy his or her own specific item(s) for the project. If the client spends over the allowance the difference must be paid by the client. If less is spent a credit will be issued by the manufacturer.

A selection does not contemplate a monetary value issue, but rather enables the client to select a color or style from the manufacturers list of choices (i.e. carpet color).

Allowances (All Modules)

Items listed below have a noted dollar amount due to lack of exact pricing at time of Proposal

1. Est. Delivery, Set & Stitch: \$225,676.00 (This Number is NOT Included in the Final Price Reflected Below)

Selections (All Modules)

1. Carpet color / style – N/A
2. Roof color – N/A
3. Countertop color / style – N/A

Labor ONLY Pricing of the (55) modular unit(s) specified above is based on the Scope of Work outline in this document excluding Tax and Shipping come to a total Estimated Price of :

\$1,600,000

One Million Six Hundred Thousand Dollars and Zero Cents

This estimate is based on the specifications outlined above. Any deviation from the above specification is strictly an exclusion of the above listed price and will be subject to a change order in the event of a change. Variations in materials and/or design may affect the final cost of construction. Transform LLC will update the quote and the contract amount will be revised based upon the final design approved by the Client & the State of Washington. Course of construction deviations and alterations from the approved design and/or plans will require an addendum to the State of Washington. All costs of the addendum and change in materials will be the responsibility of the Client.

OUTLINE SPECIFICATIONS

5

The following items are included in and are part of this contract:

Schedule A: Price and Payment Terms
Schedule B: Project Scope, Inclusions, and Exclusions
Schedule C: Project Schedule and Anticipated Milestone Dates
Schedule D: Other

Ship to: 3770 Suncadia Trail
Cle Elum, WA
98922

Deliver F.O.B. Our Factory

Terms and conditions of Contract accepted by Buyer, including terms on the following pages

Date: 6/19/08

Buyer: East AHM Development LLC

By: Jeff Hansell

Its: Owner

Date: 6/30/08

Seller: Transform, LLC

By: Robert Ney

Its: Vice President of Project Administration

**THE FOLLOWING PROVISIONS ARE HEREBY MADE A PART OF
THE CONTRACT FOR SALE OF MODULAR UNITS, AND BUYER AGREES THERETO**

1. Contract's Terms and Conditions Control. Buyer's acceptance is limited to the express terms of this Contract. Any proposal by Buyer for additional or different terms to this Contract (other than with respect to the description, quantity, price, or delivery schedule of the goods) shall be deemed a material alteration thereof, and this Contract shall be deemed accepted by Buyer without said additional or different terms. Any attempt by Buyer to vary the terms of this Contract as to the description, quantity, price, or delivery schedule of the goods is hereby objected to and rejected by Seller. Any changes to this Contract shall be made in writing, signed by both parties.

2. Payment. Buyer shall pay Seller as set forth in the attached Schedule A.

3. Commencement of Production. Despite any specified delivery date on page 1 of this Contract, it is an express condition precedent to Seller's obligation to commence production of the modular units for Buyer that Buyer first furnish Seller with appropriate documentation, evidence, and information that at such time as Seller has produced the modular units, they can be immediately removed from Seller's premises and delivered to property on which Buyer has authority to place the modular units. In the event such evidence cannot be furnished, the delivery date specified on page 1 shall be equitably adjusted. If Buyer fails to take delivery of the goods as set forth herein, Seller may require Buyer to pay a storage and transportation fee of \$250.00 per day per modular unit for which delivery is not accepted by Buyer. This provision is required due to the limited storage space at Seller's premises, the need to transport excess modular units and the potential risk of loss/damage to the modular units following production if allowed to remain on Seller's premises.

4. Delays and Extensions of Time. If Seller is delayed at any time in the commencement or progress of the production of the modular units by an act or neglect of Buyer; or of a separate entity with which Seller contracts; or by changes ordered in the modular units; or by labor disputes; fire; unusual delay in deliveries of materials, equipment, or other items; unavoidable casualties; or other causes beyond the Seller's control, then the time for delivery shall be equitably adjusted, and Seller shall not

be liable to Buyer for any damages resulting from such delay.

5. Warranty. Seller warrants that the goods furnished hereunder will be free from defects in materials and workmanship for a period of one year from their date of delivery to Buyer. Upon written notice to Seller within the specified one year period, Seller agrees to promptly repair or replace, as necessary, any defective workmanship or materials for which it is responsible. Seller shall transfer any warranty available and transferable from the original manufacturer of component parts of the goods to the Buyer. **THIS REMEDY IS THE EXCLUSIVE REMEDY FOR ANY BREACH BY SELLER.**

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY DELAYS, PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY SELLER OR NEGLIGENCE OF SELLER OR OTHERWISE.

6. Information Required of Buyer. Buyer shall, at the written request of Seller, prior to delivery of the goods which are the subject of this Contract, furnish to Seller reasonable evidence that financial arrangements have been made to fulfill the Buyer's obligations under this Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the delivery of the goods which are the subject of this Contract. After such evidence has been furnished, Buyer shall not materially vary such financial arrangements without prior written notice to Seller.

7. Disputes.

a. **Accrual of Claims and Causes of Action.** Claims and causes of action by Buyer against Seller pertaining to the goods which are the subject of this Contract shall be deemed to have accrued and the applicable statutes of limitation/limitation period, including the period specified below, shall commence to run not later than the date of delivery of the goods which are the subject of the claims or causes of action.

b. **Limitation Period.** Any claim or cause of action by Buyer against Seller pertaining to the goods which are the subject of this Contract must be commenced in a court of competent jurisdiction within 18 months of the date of delivery by Seller to Buyer of the goods which are the subject of the claim or cause of action. Any unresolved claim or cause of action which is not timely commenced is waived and released by Buyer.

c. **Mediation.** As a condition precedent to the hearing of any trial, the parties shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

d. **Fees and Costs.** In any dispute between Buyer and Seller, the prevailing party shall be awarded its reasonable attorneys' fees, experts' fees, and costs.

8. **Risk of Loss.** Buyer assumes the risk of loss of all goods when tendered to Buyer's possession at the destination specified in this Contract.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties, and supersedes all previous communications between them, either oral or written.

10. **Severability.** If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or invalid, then, to the full extent permitted by law, (a) the provision found to be illegal, unenforceable or void shall be deemed amended and the Court having jurisdiction shall be requested to reform such provision to the extent necessary to make it legal and enforceable while preserving the intents of the parties reflected therein and (b) such illegality, unenforceability or invalidity will not affect any other provision hereof and this Agreement will be liberally construed in order to carry out the intent of the parties as nearly as possible.

Schedule A: Payment Terms

Due at Contract signing to attain First Period labor only:

\$320,000.00 (Approximately 20% of LABOR COSTS ONLY) covers all start up labor costs, due net 30 from execution of the contract.

Monthly Draws based on a percentage of completion, until the contract amount is paid in full. Contract amount is a fixed lump sum amount which includes labor only. \$76,036.83 of the Fixed Contract amount below covers the labor only to install the hat channel per the current design. If hat channel becomes excluded from Transforms scope of work the full \$76,036.83 which is a fully loaded all inclusive labor number (\$66,118.98 base, \$9,917.65 mark-up) will be backed out of the fixed lump sum amount below.

The Fixed Contract Amount is Transform LLC Labor, Overhead and Profit ONLY. All Materials are provided by Hansell Mitzel.

LUMP SUM AMOUNT: \$ 1,600,000 Exclusive of Sales Tax

A liquidated damages clause of \$600 per working day, per box for delay in delivery from the mutually agreed upon final delivery date, will be instituted in the contract pertaining to this project. A separate attached signed document stating the final mutually accepted schedule binds.

All payments shall be made payable to "Transform LLC" and will be paid by Buyer check or wire transfer to an account designated by Transform, LLC. All permitting fees paid for by Owner.

WZ EG
STANDARD RETAINAGE OF 5% WILL BE APPLIED TO ALL PROGRESS PAYMENTS.

*****Note All Pricing Is Subject to WA State Sales Tax which is NOT Included*****



EG

Schedule B: Project Scope, General Inclusions and Exclusions

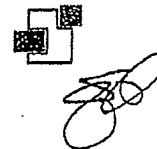
See Attached Document as Schedule B.

Please note that Schedule B reflects a final price that includes ONLY Labor.

Note: This is a general Scope of Work supplied to help determine the major items that will be required by the General Contractor at the site to prepare the building for occupancy once the modules are delivered to the site, written for planning purposes only, it is not intended to provide every detail of all the work required.

Schedule C: Project Schedule and Anticipated Milestone Dates

| | |
|---|---|
| Contract acceptance and signing: | June 13 th , 2008 |
| 35% design of modular components: | |
| 65% design of modular components: | |
| 95% design of modular components: | |
| Final design criteria and architectural elements: | |
| Final selection of interior finishes: | |
| Final acceptance of HVAC and electrical design: | |
| Permits submitted for Washington State approval: | May 20 th , 2008 |
| Begin production: | Estimated - July 1 st , 2008 |
| First delivery of modules | Estimated - July 18 th , 2008 |
| Second delivery of modules | Estimated - Sept. 11 th , 2008 |
| Final set, on site work and finishes begin | Estimated - Sept. 12 th , 2008 |
| Substantial completion: | Estimated - October 30 th , 2008 |
| Certificate of Occupancy | Estimated - October 30 th , 2008 |



Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766



RWA-12517

Invoice Date:

10-SEP-08

Invoice Number:

2306573-00

Shipper
0129301
TRANSFORM
11857 BAY RIDGE DR.
BURLINGTON WA 98233

BENNETT
Truck Transport, LLC

Consignee
12-0140455
EAST AHM DEVELOPEMENT
611 HIGHWAY 903
STORAGE LOT
CLE ELUM, WA, 98922

Bill To
0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

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SEP 15 2008

Page 1 of 1

Tel. #: (800) 866-5500 (770) 957-1866
BY: Fax #: (800) 866-4420 (770) 957-7634

Div: 12

B/L Number: 008-88037-04 Miles: Truck: 418029 Trailer:

Driver Name: EDWARD LUDWIG

Date Shipped: 05-SEP-08

| Pieces | Description | Weight | Rate | Charges |
|---|------------------------|--------|------------|----------|
| 1 | 14'2X34X12'10 | 0 | 688.00 FLT | 688.00 |
| | FSC | | 405.00 FLT | 405.00 |
| | PERMITS | | 15.00 FLT | 15.00 |
| | SPOTTING CHARGE | | 383.00 FLT | 383.00 |
| | DEADHEAD MILES | | 160.00 FLT | 160.00 |
| | NO PILOTS WERE CHARGED | | | |
| Job: 08-009 Code: 01-626 Price: \$1651.00 Initials: OH | | | | 1,651.00 |

POSTED

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-04
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2306573-00

Invoice Date: 10-SEP-08


Payment Due Date: 25-SEP-08

Total Amount Due: 1,651.00

Amount Enclosed: _____

YOUR HIGHWAY TO THE WORLD

EXHIBIT 2

| | | | | | |
|--|------------------------------|---|-------------|--|------------------|
| Date : 09/05/08 Terminal: RWA Load : 2308573 SERIAL #: 008-88037-04 PO# HUD# | |  STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE | | Driver: LUOW ED Truck: 418029 Unit: C.O.D Amount: | |
| CARRIER : Bennett Truck Transport LLC., including Bennett Transport, Inc., (SCAC) BTTL a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway, PO Box 559, McDonough GA 30253. | | | | US DOT : 600382 MC-ICC 285786 | |
| From: Shipper Address (Origin): 129301 TRANSFORM 11857 BAY RIDGE DR. BURLINGTON, WA, 98233 3607659130 | | To: Consignee Address (Destination): 140455 EAST AHM DEVELOPEMENT 811 HIGHWAY 903 CLE ELUM, WA, 98922 5098741517 | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, counted, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTL 101 Rules Tariff. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTL 101 Rules Tariff. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA 98922 5098741517 | | | REMIT C.O.D | | |
| NO | Description 14'2X34X12'10 | Weight | Rate | Miles 150 | Total 1651.00 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: Units for living purposes exclusively: Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). \$ _____ Signed: _____ Units for purposes other than living purposes exclusive: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____ Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof. Signed: _____ Date: _____ Carrier Agent: Forgoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (If No Signature, Read Pro-Bill). Signed: _____ Date: _____ Payor/Shipper is liable for all structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. | | | | | |
| C.O.D. FEE: _____ PREPAID: _____ COLLECT: _____ THIRD PARTY: _____ COD AMT \$ _____ \$ _____ \$ _____ \$ _____ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignor: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction. Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier. | | | | | |
| SHIPPER PER: <u>NOTS</u> | | CARRIER PER: <u>Ed Ludwig</u> | | CONSIGNEE PER: <u>NOTS</u> | |

2002

01/11/2008 23:20 FAX

Remit To: Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305
MC 28766

RWA-12517



Invoice Date:

Invoice Number:

12-SEP-08

2306615-02

| | | | |
|---------|---|-----------|--|
| Shipper | 0140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON WA 98233 | Consignee | 12-0140455 EAST AHM DEVELOPEMENT 811 HIGHWAY 903 STORAGE LOT CLE ELUM,WA,98922 |
| | 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 | | |

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SEP 15 2008

Page 1 of 1

BY: Tel. #: (800) 866-5500 (770) 957-1866
Fax #: (800) 866-4420 (770) 957-7634

| B/L Number: 008-88037-05 | Miles: | Truck: 480221 | Trailer: | Div: 12 |
|---|--|-------------------------|---|---|
| Driver Name: JAMES SOLER | | Date Shipped: 05-SEP-08 | | |
| Pieces | Description | Weight | Rate | Charges |
| 1 | ***CORRECTED BILLING*** 10'10X29X12'10 FSC PERMITS SPOTTING CHARGE DEADHEAD MILES NO PILOTS USED SIZE OK | 0 | 598.00 FLT 272.00 FLT 15.00 FLT 250.00 FLT 160.00 FLT | 598.00 272.00 15.00 250.00 160.00 |
| Job: 08-009 Code: 01-626 Price: \$1295.00 Initials: CH | | | | 1,295.00 |

PAY THIS AMOUNT

1,295.00

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-05
Bill To: 0140320
EAST AHM DEVELOPMENT @
P O BOX 669
CLE ELUM WA 98922


Please send payments to:

Bennett Truck Transport, LLC
P.O. Box 100005
McDonough, GA 30253-9305

Invoice Number: 2306615-02
Invoice Date: 12-SEP-08
Payment Due Date: 27-SEP-08
Total Amount Due: 1,295.00
Amount Enclosed: _____

YOUR HIGHWAY TO THE WORLD

EXHIBIT 3

| | | | | | |
|--|-------------------------------|--|-------------|---|------------------|
| Date : 09/05/08 Terminal: RWA Load : 2306615 SERIAL #: 008-88037-05 PO#/HUD# | |  STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE | | Driver: SOLE J Truck: 480221 Unit: C.O.D Amount: | |
| CARRIER : Bennett Truck Transport LLC, including Barrett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC, 1001 Industrial Parkway, PO Box 569, McDonough GA 30253. | | | | US DOT : 600382 MC-ICC 286786 | |
| From: Shipper Address(Origin): 140460 TRANSFORM 11857 BAY RIDGE DRIVE BURLINGTON, WA, 98233 3607559130 | | To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 611 HIGHWAY 903 CLE ELUM, WA, 98922 5086741517 | | | |
| RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Traffic. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Traffic. | | | | | |
| FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPEMENT @ P O BOX 669 CLE ELUM, WA, 98922 5086741517 | | | REMIT C.O.D | | |
| NO | Description 10'10X28X12'10 | Weight | Rate | Miles 150 | Total 1295.00 |
| Act of God: If shipper declines Act of God waiver, put 'no' here: _____ Units for living purposes exclusively: Unless a greater value for the household and personal effects and/or furnishings, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading, the shipper hereby releases such property to a value not exceeding Two Hundred Fifty Dollars (\$250.00). Signed: _____ Units for purposes other than living purposes exclusively: Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ _____. Signed: _____ Shipper or Agent: I hereby authorize this shipment and make the declaration of values (if any) and agree to the contract terms and conditions hereof. Signed: _____ Date: _____ Carrier Agent: Foregoing shipment subject to declaration (if any) or release terms and conditions herein, Bennett Truck Transport, LLC (if No Signature, Need Pro Bill#): Signed: _____ Date: _____ Payor/Shipper is liable for all (1) structural and mechanical failure related directly to pay or shipper's equipment as per Section 1(d) of Terms and Conditions (2) tolls, permits and state fees as per applicable tariff. C.O.D. FEE: _____ PREPAID: _____ COLLECT: _____ THIRD PARTY: _____ COD AMT \$ _____ \$ _____ \$ _____ \$ _____ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges. Signature of Consignee: _____ Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction. Signature: _____ Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay will be paid unless all lawful charges have been paid to carrier. SHIPPER PER: <u>NOTS</u> CARRIER PER: <u>Jim Sule</u> CONSIGNEE PER: <u>NOTS</u> | | | | | |

2002

01/11/2008 23:46 FAX

total
\$15073.30 w/ Tax

CHANGE IN SCOPE AUTHORIZATION

FILE COPY

East AHM Development, LLC
3542 Suncadia Trail
Cle Elum, WA. 98922
509-674-6569 FAX: 509-674-6599

NUMBER: Exterior Design 6
DATE: _____

JOB NAME: Trailhead Bldg #1 JOB NUMBER: 08-609

COST CODE: 06-210 DESCRIPTION: _____

CHANGE IN SCOPE: Remove trim from outside, Remove seatant from inside, Remove windows Make corrections as noted by OAC in their window Remediation 1/30/09. All Work Performed on Dining RM window unit #100

REASON FOR CHANGE: Transform authorized repair to fix, factory defect in window unit 100.

COST: ☐ NO ☐ YES LUMP SUM \$1090 OR ☐ TIME & MATERIAL

TIME IMPACT: ☐ NONE ☐ YES - NUMBER OF DAYS _____

AUTHORIZATION:

East AHM Development: [Signature] DATE: _____

TITLE: _____

OWNER: [Signature] DATE: 2/10/09

BY: Vito Tishenko

1090
8720 tax
1177.20

CHANGE IN SCOPE AUTHORIZATION

East AHM Development, LLC
3542 Suncadia Trail
Cle Elum, WA 98922
509-674-6569 FAX: 509-674-6599

NUMBER: Exterior Design 2
DATE: _____

JOB NAME: Trail Head Bldg #1 JOB NUMBER: 08-009

COST CODE: 06-210 DESCRIPTION: _____

CHANGE IN SCOPE: _____

Replace fasteners at all factory installed
Windows.

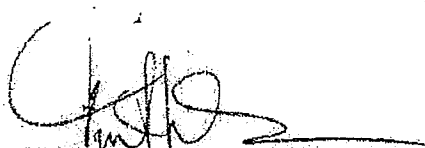
REASON FOR CHANGE: _____

COST: ☐ NO ☐ YES LUMP SUM \$3607.50 OR ☒ TIME & MATERIAL Not to Exceed \$4000

TIME IMPACT: ☐ NONE ☐ YES- NUMBER OF DAYS _____

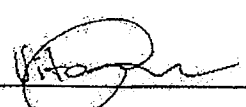
AUTHORIZATION:

East AHM Development:



DATE: 12/8/08

TITLE: _____

OWNER: 

DATE: 12/10/08

BY: Kto Tisdale

Total \$55,751.39
FILE COPY

APPENDIX "A"

Stanton Plumbing Inc.
#017

SCOPE OF WORK

Page 1 of 4

The following items and description of work are particularly included and are not intended to limit the Contractor's work, but to clarify or emphasize it:

Stanton Plumbing will provide materials and labor necessary for the complete rough in for the Building #1 Trailhead. The parking garage underground within Building #1 and Building #2 is not in this scope of work, this work was done prior by a separate plumbing contractor. Stanton Plumbing will make necessary connections to previously installed underground plumbing as needed for the support of the above ground system of Building #1. Stanton plumbing will install all necessary components of the plumbing system within the parking garage as designed to support the plumbing system for building #1.

Stanton Plumbing will supply labor and materials for everything within their scope of work proposal except as noted above. All plumbing fixtures as noted in the Stanton Plumbing proposal dated 11/4/08 labeled p.2 will be supplied by East AHM Development for Building #1. It will be the responsibility of Stanton Plumbing to communicate schedule delivery of fixtures to East AHM Development to ensure no down time on Stanton Plumbing's behalf.

Stanton Plumbing will install and trim out plumbing as designed and as listed on fixture list, With the exception of the Americh 40 x40 soaking tub, this product will be substituted with the ARP equivalent soaking tub, and supplied by East AHM Development.

East AHM Development will handle the permits and fee's associated with the Building permits for the Parking garage, and the above ground portion of Building #1. The Fire Sprinkler and Fire Alarm permits for the Parking Garage and the above ground portions of Building #1. The FAS (Factory Assembled Structure) permits for the factory portion of Building #1. All permits and fee's other than those listed above, that fall within the scope of work of Stanton Plumbing, and will be required to complete the scope of work for Stanton Plumbing, will be at the responsibility of Stanton Plumbing to obtain.

See attached proposal for Trailhead Building #1 (3) pages.

Nov 04 08 04:46p STANTON PLUMBING INC

p.2

Stanton Plumbing Inc.
P.O. Box 853
Preston, Wa. 98050

11/4/08
(425)471-0873
Wash. Fax (425)831-4808
Idaho Fax (208)687-2338

East AHM Development LLC
9623 32nd St. SE Bldg. D
Everett, Wa. 98205

RE; Trailhead Condos @ Suncadia Site Addr; Roslyn, Wash. 98922

Stanton Plumbing Inc. is pleased to assemble the following quote for the necessary labor & materials to complete the following project.

Kitchens

| | | |
|--|----------|----------|
| 32-PFUO907R 31 5/8" x 20 1/2" UC S/S kitchen sinks | @ 180.05 | 5,761.60 |
| 32-Moen 7590-ORB Aberdeen kitchen faucets w/pull-out | @ 311.50 | 9,968.00 |
| 32-ISE 1 hp Excel garbage disposals | @ 287.20 | 9,190.40 |
| 32-Dishwashers (Supplied by others, Trim only) | | |

Master Baths

| | | |
|--|------------|-----------|
| 64-MIRU1812BS UC lavatories biscuit | @ 108.15 | 6,921.60 |
| 64-Delta 4538-RB Lahara lavatory faucets | @ 155.15 | 9,929.60 |
| 32-Pro Flo 1203BS/3112BS ADA 1.6 gal water closets | @ 141.80 | 4,537.60 |
| 32-Pro flo TSSCE2000BS Plastic slow close seats | @ 29.95 | 958.40 |
| 27-Delta T-17238-RB shower trims | @ 135.42 | 3,656.35 |
| 25-Americh 40x40 Beverly soaking tubs biscuit | @ 1,138.50 | 28,462.50 |
| 25-Delta R4707 Roman tub rough-in valves | @ 149.85 | 3,746.25 |
| 25-Delta T-4738-RB Roman tub trim | @ 343.29 | 8,582.25 |
| 25-Watco 901-PPVC-BZ Waste & overflows | @ 38.80 | 970.00 |

Main Baths

| | | |
|--|----------|----------|
| 27-MIRU1812BS UC lavatories biscuit | @ 108.15 | 2,920.05 |
| 27-Delta 4538-RB Lahara lavatory faucets | @ 155.15 | 4,189.05 |
| 27-Pro Flo 1203BS/3112BS ADA 1.6 gal water closets | @ 141.80 | 3,828.60 |
| 27-Pro Flo TSSCE2000BS Plastic slow close seats | @ 29.95 | 808.65 |
| 27-Delta T-17438-RB Tub/shower trims | @ 150.85 | 4,072.95 |
| 27-Watco 901-PPVC-BZ Waste & overflows | @ 38.80 | 1,047.60 |

Fixture Cost

109,551.45

Nov 04 08 04:46p STANTON PLUMBING INC

p.3

Waste & Vent System:

All waste & vents throughout shall be PVC schedule 40
 All waste @ parking garage to be cast iron piping
 All waste to grade to (1) side sewer stub 3' out per building
 Provide piping sized to hook-up 1st, 2nd, 3rd floor modular units per Mech. Plans

Domestic Water System:

All Water piping located in each unit to be Rehau Pex piping
 All Water @ Parking Garage level to be Type "M" Copper
 100'- 3" Domestic incoming water feed
 Provide 3" shut-off valve @ incoming water feed
 100'- 4" Fire Sprinkler Feed to Double check valve
 Provide (1) Watts 757 OSY 4" Double check valve assembly For Fire Sprk.
 Provide (32) 1" Ball valve shut-offs for each unit
 Provide (32) Neptune T10 Pro Read 1" Potable water meters
 Provide (1) Neptune Pro Pocket Reader (1 Per Building) For reading meters
 Provide (1) 3" water stub 3' outside building, Hook-up to meter is by others.
 Please Note: The water service from the meter to the building is provided & installed by utility contractor.

Total: \$ 255,000.00 Per Building + WSST

| | |
|-------------------------------|-----------------------------|
| Rough-in Cost Labor/Materials | 113,150.00 |
| Trim-out Cost Labor/Materials | 32,298.55 |
| Fixture Cost | 109,551.45 - Supplied by GC |

Scope of Work @ Rough-in:

Rough-in all waste & water @ parking garage
 All waste piping to be cast iron pipe @ parking garage
 Water piping to be copper type "M" pipe @ parking garage
 Rough-in to be completed for PVC waste & Rehau pex water @ all units
 Rough-in of water piping @ hall way for feeds to units
 Rough-in of 1" shut-offs @ all units
 Rough-in of 1" water meters at all units
 Rough-in of 4" double check for Fire sprinkler hook-up
 Rough-in of 3" Domestic water feed @ parking garage
 Rough-in of 40x40 tubs @ master baths/plus Roman tub valve R-I

Scope of Work @ Trim-out:

Trim-out all waste & water to all fixtures listed on fixture list
 Supply all Fixtures listed on fixture list
 Caulking all fixtures for final inspection
 Inspection of all fixtures @ trim-out for manufacture flaws

Nov 04 08 04:46p STANTON PLUMBING INC

p 4

Extras Not Installed @ Factory:

To install 32 Rinnai Instantaneous water heaters

Add: 2-3 hrs. per heater @ 75.00 per hr. plus materials

X'S 31

#6975⁰⁰

To install 32 feed lines to furnaces from Rinnai heaters

Add: 1-2 Hrs. per furnace @ 75.00 per hr. plus materials

X'S 32

#4800⁰⁰

To install 32 trap primers for pan drains @ mechanical rm.

Add: 30 mins. Per primer @ 75.00 per hr. plus materials

#1200⁰⁰

To Finish Tub R-I of waste & water piping @ 40x40 tubs

Add: 1- 1.5 hrs. per tub @ 75.00 per hr. plus materials

X'S 27

#3037.50

To Finish securing Tub/shower R-I valves behind fiberglass units

Add: 1-2 hrs. per units that needs fixing @ 75.00 per hr. plus materials

X'S 12

#1800⁰⁰

To install 3" Watts 757OSYM Double check valve for Domestic Water Feed

Add: 1,525.19 for double check, & 2 hrs. @ 75.00 labor, plus materials

\$17,812.50

+ Tax 1425

\$19,237.50

*All pricing subject to manufacturer price increases.

*This quote is good for 30 days only.

*Stanton Plumbing Inc. requires that the contractor has water installed to the building prior to sheetrock. Any damage from building not being under pressure during other sub-trades progress will not be the responsibility of this subtrade.

*All trim installation only and fixtures furnished will be provided with a (1) year warranty from date of installation.

*All rough-in plumbing and fixtures provided by others will not be covered under Stanton Plumbing Inc. (1) year warranty.

*This proposal assumes many items of the modular units rough-in to be correct. Stanton Plumbing Inc. will inspect & review rough-in to make sure it meets our standards and our quality control. If not, pricing may change due to fixes being made in the field.

*If this project is covered by an OCIP, it will be provided at no cost to this subtrade.

*Stanton Plumbing Inc. requires that YTD retention be released within 30 days of Rough-in completion, & trim completion.

*No Permit Included

*No Deck or Roof Drains Included

*No Insulation Included

*No Gas Piping Included

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

TO: East AHM Development LLC

FROM: STANTON PLUMBING INC. (Subcontractor)ADDRESS: PO Box 853 PRESTON WA 98050PROJECT: TRAILHEAD CONDOMINIUMSPAY REQUEST NO. 3 DATED: 4.24.09 INVOICE NO. 2009-53COVERING PERIOD FROM 3/25/09 20 4/25/09 20

STATEMENT OF CONTRACT ACCOUNT:

| | SUBCONTRACTOR USE | Owner USE |
|--|----------------------|-----------|
| 1. Original Subcontract Amount | \$ <u>145,448.55</u> | \$ _____ |
| 2. Approved Changes (breakdown attached) | \$ <u>33,809.16</u> | \$ _____ |
| 3. Current Subcontract Amount | \$ <u>179,257.71</u> | \$ _____ |

| | | |
|--|-------------------------|--------------|
| 4. Value of Basic Contract Work Complete to date (<u>55</u> % of line 1 above). | \$ <u>65,451.85</u> | \$ _____ |
| 5. Value of Approved Change Order Work Complete to Date (<u>100</u> % of line 2). | \$ <u>33,809.16</u> | \$ _____ |
| 6. Materials Stored on Site. | \$ _____ | \$ _____ |
| 7. Total (4+5+6) | \$ <u>99,261.01</u> | \$ _____ |
| 8. WA State Sales Tax @ <u>8</u> % of line 7. | \$ <u>7,940.88</u> | \$ _____ |
| 9. Less Retainage @ <u>5</u> % of line 7. | \$ (<u>4,963.05</u>) | \$ (_____) |
| 10. SUBTOTAL ((line 7 plus line 8) less line 9) | \$ <u>102,238.84</u> | \$ _____ |
| 11. Less Amount Previously Paid | \$ (<u>52,434.20</u>) | \$ (_____) |
| 12. Amount Due as of This Request | \$ <u>49,804.64</u> | \$ _____ |

CERTIFICATE OF THE SUBCONTRACTOR I hereby certify that the work performed and the materials supplied to date as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and East AHM Development LLC, relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials, equipment rental and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation and Workmen's Compensation insofar as applicable to the performance of this Contract, and that all work performed and materials furnished have been provided without discrimination as to race, creed, color, national origin, sex or age.

Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described or against retainage or any bond except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained and will subsequently become due and agree to hold East AHM Development LLC harmless from any claim or claim of lien by my subcontractors, suppliers, equipment rentals or labor.

Described and sworn before me this 13

May 2009
 Notary Public Valerie M. Lunn
 AHM Commission Expires 06/01/11

Company Name STANTON PLUMBING INC.
 By: MARK S. LOWE 5/13/09
 Title: PRTS

May 14 09 01:44p STANTON PLUMBING INC.
Held by 2009 11:22PM Insell Mitzel Homes4253314808
50 749536p.2
p.1**CHANGE IN SCOPE AUTHORIZATION**

East AHM Development, LLC
 3542 Suncadia Trail
 Cle Elum, WA. 98922
 509-674-6569 FAX: 509-674-6599

NUMBER: Stanton-2DATE: 4/29/2009JOB NAME: Trailhead Building #1JOB NUMBER: 08-009COST CODE: 15-400DESCRIPTION: Plumbing**CHANGE IN SCOPE:**

Waste & vent pipe, extra fittings: 2" No-Caulk brass drains for pans: Rehav dex pipe, fittings
 and copper extras.

REASON FOR CHANGE:

Additional materials needed. Transform back-charge.

COST: ☐ NO ☒ YES LUMP SUM \$5,009.16 OR ☒ TIME & MATERIAL

TIME IMPACT: ☐ NONE ☐ YES- NUMBER OF DAYS _____

5409.89 total

AUTHORIZATION:

East AHM Development:

DATE: 4/29/09

TITLE: _____

OWNER: STANTON PLUMBING INC.DATE: 5/14/09BY: Mark P. L...

C:\Documents and Settings\All Users\Documents\BPeers\CONTRACTS\Contracts starting 042106\SI\Stanton Plumbing\Change Order #2

May 14 09 01:44p STANTON PLUMBING INC.
Insell Mitzel Homes4258314808
50 749536p.1
p.2**CHANGE IN SCOPE AUTHORIZATION**East AHM Development, LLC
3542 Suncadia Trail
Cle Elum, WA. 98922
509-674-6569 FAX: 509-674-6599NUMBER: Stanton-3DATE: 4/29/2009JOB NAME: Trailhead Building #1JOB NUMBER: 08-009COST CODE: 15-400

DESCRIPTION:

Plumbing**CHANGE IN SCOPE:**See attached hand written scope.**REASON FOR CHANGE:**Additional labor needed. Transform back-charge.COST: ☐ NO ☒ YES LUMP SUM \$28,800.00 OR ☒ TIME & MATERIALTIME IMPACT: ☐ NONE ☐ YES- NUMBER OF DAYS _____**AUTHORIZATION:**East AHM Development: [Signature]DATE: 4/29/09

TITLE: _____

OWNER: STANTON PLBG INC.DATE: 5/14/09BY: [Signature]

C:\Documents and Settings\All Users\Documents\18Peers\INCONTRACTS\Contracts starting 042109\SS Stanton Plumbing\Change Order #3

3 FIX WITH EITHER NAILED
OR BROKEN PIPES IN EVERY
UNIT

ENTRY ROTO ZIP & TIPS
WATER FEED, FOR WATER FEATURE
EXTRA 20' $\frac{1}{2}$ " PIPE, EXTRA
EACH (10) UNIT HAVE EXTRA 1" GATE (MAIN FLOOR)
EACH (10) " HAVE EXTRA 20' 1" PIPE (MAIN FLOOR)
UNIT 305 FIX NAILED WATER, MOVE LAV 2 HR.

UNIT 304 MOVE LAV 2 HR., FIX WASTE @ LAV,

UNIT 306 ADD LAV

UNIT 307 MOVE LAV, FIX KIT WASTE @ FL 2.5
2 $\frac{1}{4}$ " 90, 4 COUP, PIPE, ADD TRAP PRIMER
UNIT 302 DUPLICATE OF 307

FL 3 MOVE 5 WATER WRITERS
EXTRA 20' 1" PIPE

UNIT 308 MOVE LAV, FIX CUT VENTS IN WALL
2- $\frac{1}{2}$ " (2.5)

UNIT 301 MOVE LAV, FIX W/C LEAK IN FLOOR

UNIT 309 ADD LAV, ADD KIT C/O RAISE
WASTE

UNIT 310 ADD KIT C/O RAISE LINE ACROSS
FLOOR, FIX WASTE @ BATH WALL, FIX WATER
@ WAST BATH WALL, MOVE WAST LAV

UNIT 300 - MOVE WAST LAV, ADD KIT C/O, RAISE

2" PAN DRAIN 2" 2 HR.
SET PANS @ (2) EA.
(2)
EVERY UNIT

2ND FL.

DIDN'T MOVE MAST LAV OR DIDN'T
~~MOVE~~ ADD ANY LAVS

MOVE 5 WATER METER FEEDS
20' EA

UNIT 205 FIX WATER CUT PIPE
FIX LAV WASTE NAIL HOLE

UNIT 204 FIX SHO VENT NAIL HOLE,
FIX LAV WASTE, FIX WATER LEAK IN
WALL

UNIT 203 FIX WATER & WASTE @ MAST.

UNIT 206 MOVE KIT WATERS

UNIT 207 MOVE SHUT-OFF VALVE, ADD
FL DR., MOVE FL DR., MOVE A/W BOX

UNIT 202

05/08/2009 10:31 4252494001

LKSTEVENS SAFEWAY

PAGE 03/08

Apex Cabinets by Design LLC2105 51st Ave. E
Suite 203
Fife, WA 98424
USA

Contractor #APEXCCD910C5

Voice: 253-922-7110

Fax: 253-922-7191

**INVOICE**Invoice Number: 20033
Invoice Date: Apr 25, 2009
Page: 1

| |
|---|
| Bill To: |
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| |
|---------------------|
| Ship to: |
| 3542 Suncadia Trail |

| Customer ID | | Customer PO | | Payment Terms | |
|-------------------|--------------------|---|--|---------------|---------------------|
| East AHM Develop. | | | | Net 10 Days | |
| Sales Rep ID | | Shipping Method | | Ship Date | Due Date |
| | | Hand Deliver | | 4/25/09 | 5/5/09 |
| Item Qty | Item | Description | | | Amount |
| 0.50 | | 2/20/09 Contract for labor and materials to be provided at Suncadia Trail development | | | 85,181.73 <i>ok</i> |
| 9.00 | EAHM INSTALL LABOR | East AHM - INSTALL LABOR Units 101, 302, 303, 304, 305, 306, 307, 308 & 310 | | | 10,503.08 <i>ok</i> |

Job: 08-009
 Code: 06-400
 Price: \$114,247.⁵⁹
 Initials: CH

34,699.84

Check/Credit Memo No:

| | |
|------------------------|-------------------|
| Subtotal | 105,784.81 |
| Sales Tax | 8,462.78 |
| Total Invoice Amount | 114,247.59 |
| Payment/Credit Applied | |
| TOTAL | 114,247.59 |

Ref <5289.24>
 100,958.35

Apex Cabinets by Design LLC

2105 51st Ave. E
Suite 203
Fife, WA 98424
USA

Contractor #APEXCCD910C5

Voice: 253-922-7110

Fax: 253-922-7191

INVOICE

Invoice Number: 20026

Invoice Date: Apr 19, 2009

Page: 2

Duplicate

| Bill To: |
|---|
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| Ship to: |
|---|
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| Customer ID | Customer PO | Payment Terms | |
|-------------------|----------------------|---------------|----------|
| East AHM Develop. | Trim Order-Mock Unit | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Hand Deliver | | 4/29/09 |

| Item | Description |
|------------|--|
| TRIM PIECE | ALDER KNOTTY CC W/DARK PUTTY PS *3/4 48.5 X 96.5 |
| TRIM PIECE | MDF X-BAND PLY CTR *CARB* |
| TRIM PIECE | ALDER S4S* 13/16 X 7/8 X RANDOM |
| TRIM PIECE | LF 1" X 2" - STAIN AND FINISH ON ALDER |
| TRIM PIECE | LF 1" X 9" - STAIN AND FINISH ON ALDER |

| | |
|------------------------|-----------------|
| Subtotal | 5,013.74 |
| Sales Tax | 401.10 |
| Total Invoice Amount | 5,414.84 |
| Payment/Credit Applied | |
| TOTAL | 5,414.84 |

Check/Credit Memo No:

ROT <250.69>
5/04/15

Apex Cabinets by Design LLC

2105 51st Ave. E
Suite 203
Fife, WA 98424
USA

Contractor #APEXCCD910C5

Voice: 253-922-7110

Fax: 253-922-7191

INVOICE

Invoice Number: 20026

Invoice Date: Apr 19, 2009

Page: 1

Duplicate

received
5/4/09

| |
|---|
| Bill To: |
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| |
|---|
| Ship To: |
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| Customer ID | Customer PO | Payment Terms | |
|-------------------|----------------------|---------------|----------|
| East AHM Develop. | Trim Order-Mock Unit | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Hand Deliver | | 4/29/09 |

| Item | Description |
|------------|---|
| TRIM PIECE | 3/4 X 3-1/2 RUSTIC ALDER E2E 42/7' BALANCE RANDOM |
| TRIM PIECE | 3/4 X 2-1/2 RUSTIC ALDER E2E 14/7' |
| TRIM PIECE | 1-1/16 X 7-1/4 RUSTIC ALDER E2E 4/8' |
| TRIM PIECE | 3/4 X 4-1/2 RUSTIC ALDER E2E 1/6' |
| TRIM PIECE | 3/4 X 5-1/2 RUSTIC ALDER E2E 1/6' |
| TRIM PIECE | ALDER AB* 1/4 X 4 X 8 PLY PS |
| TRIM PIECE | 1-1/16 X 5-1/2 RUSTIC ALDER E2E 14/4', 6/6', 12/7', 1/9' |
| TRIM PIECE | 3/4 X 4 RUSTIC ALDER E2E 2/7' |
| TRIM PIECE | ALDER A4* 1/4 4X8 MDF PS *CARB* |
| TRIM PIECE | ALDER STANDARD FRAM 4/4 H&M 8' |
| TRIM PIECE | 3/4 X 3-1/2 KNOTTY ALDER E2E 30 PCS. 7-8' |
| TRIM PIECE | 1/2 X 3-1/2 KNOTTY ALDER E2E 9-12' |
| TRIM PIECE | 3/4 X 5-1/2 KNOTTY ALDER E2E 12 PCS 7-8' |
| TRIM PIECE | 3/4 X 7-1/4 KNOTTY ALDER RIP 2 EDGE 1 PC. 8' |
| TRIM PIECE | ALDER KNOTTY CC W/DARK PUTTY 1/4 X 4 X 8 PLY PS |
| TRIM PIECE | 3/4 X 8-1/2 KNOTTY ALDER RIP 2 EDGE 2 PCS. 8' |
| TRIM PIECE | ALDER RUSTIC KD 8/4 H&M 9 TO 10' |
| TRIM PIECE | S2S TO 1-7/16 RIP TO 3-1/2 SAND TO 1-3/8 X 3-1/2 6 PC 9-10' |
| TRIM PIECE | ALDEER S4S* 13/16 X 1-1/2 X RANDOM |
| TRIM PIECE | ALDER KNOTTY CC W/DARK PUTTY 1/4 X 4 X 8 PLY PS |

Job: 08-009
Code: 06-410
Price: \$5414.84
Initials: JH

Check/Credit Memo No:

| | |
|------------------------|------------------|
| Subtotal | Continued |
| Sales Tax | Continued |
| Total Invoice Amount | Continued |
| Payment/Credit Applied | |
| TOTAL | Continued |

Apex Cabinets by Design LLC

2105 51st Ave. E
Suite 203
Fife, WA 98424
USA

Contractor #APEXCCD910C5

Voice: 253-922-7110

Fax: 253-922-7191

INVOICE

Invoice Number: 20025

Invoice Date: Apr 19, 2009

Page: 1

Duplicate

| Bill To: |
|---|
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| Ship to: |
|---|
| East AHM Development, LLC PO Box 669 Cle Elum, WA 98922 |

| Customer ID | Customer PO | Payment Terms | |
|-------------------|--------------------|---------------|----------|
| East AHM Develop. | Trim Order-Commons | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Hand Deliver | | 4/29/09 |

| Item | Description |
|--|---|
| TRIM PIECE | 3/4 x 5-1/2 RUSTIC ALDER E2E 12 PC 6' |
| TRIM PIECE | 1/2 X 5-1/2 RUSTIC ALDER E2E 16 PC 7' 284' 11-12' |
| TRIM PIECE | 3/4 X 8 RUSTIC ALDER E2E 16 PC 6'X 16 PC 7', 24 PC 9' |
| TRIM PIECE | 3/4 X 9-1/2 RUSTIC ALDER R2E 2 PC 8', 8 PC 6' |
| TRIM PIECE | 3/4 x 8-1/2 RUSTIC ALDER R2E 8 PC 7' |
| TRIM PIECE | 1/2 X 6 RUSTIC ALDER E2E 8"+ |
| TRIM PIECE | 1/2 X 7-1/2 RUSTIC ALDER R2E 4 PC 8' |
| TRIM PIECE | 3/4 X 3-1/2 RUSTIC ALDER E2E 45 PC 8' BALANCE RANDOM |
| TRIM PIECE | 1/2 X 3-1/2 RUSTIC ALDER E2E 11-12' LENGTHS |
| TRIM PIECE | 1/2 X 1-1/2 RUSTIC ALDER E2E 8 PC 10' |
| TRIM PIECE | ALDER A4* 1/4 X 4 X 8 PLY PS |
| TRIM PIECE | 1/2 X 8 RUSTIC ALDER E2E 8"+ |
| Job: <u>08-009</u> Code: <u>06-410 06-410</u> Price: <u>\$10,307.⁶⁴</u> Initials: <u>AK</u> | |

Check/Credit Memo No:

| | |
|------------------------|------------------|
| Subtotal | 9,544.11 |
| Sales Tax | 763.53 |
| Total Invoice Amount | 10,307.64 |
| Payment/Credit Applied | |
| TOTAL | 10,307.64 |

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9820.43

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LKSTEVENS SAFEWAY

PAGE 02/08

Apex Cabinets by Design LLC2105 51st Ave. E
Suite 203
Fife, WA 98424
USA

Contractor #APEXCCD910C5

Voice: 253-922-7110

Fax: 253-922-7191

**INVOICE**Invoice Number: 20035
Invoice Date: May 7, 2009
Page: 1**Bill To:**East AHM Development, LLC
PO Box 669
Cle Elum, WA 98922**Ship to:**

| Customer ID | Customer PO | Payment Terms | |
|-------------------|--|---------------|----------|
| East AHM Develop. | Third Floor | Net 10 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| | Hand Deliver | 5/1/09 | 5/17/09 |
| Item | Description | Amount | |
| TRIM PIECE | 1/2 x 3-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 3-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 7-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 5-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 5 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 8-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 6-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 3/4 x 2-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 1/2 x 2-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 1/4 x 3/4 Alder Edgeband 8' | | |
| TRIM PIECE | 1-1/4 x 5-1/2 Knotty Alder E2E 22/10', 15 1/8', 5/6' | | |
| TRIM PIECE | 1-1/4 x 9-1/2 Knotty Alder E2E 10' | | |
| TRIM PIECE | 1-1/4 x 7-1/2 Knotty Alder E2E 8' | | |
| TRIM PIECE | 1-1/4 x 3-1/2 Knotty Alder E2E 6' | | |
| TRIM PIECE | Alder Knotty CC W/Dark Putty PS 48.5 x 96.5 MDF | | |
| | X-Band Ply Center "CARB" | | |
| TRIM PIECE | Alder Knotty CA W/Dark Putty 1/4 x 4 x 8 Ply PS | | |
| TRIM PIECE | Alder Knotty A4 * 1/4 x 4 x 8 Ply PS | | |
| TRIM PIECE | TRIM PACKAGE for entire Third Floor | 23,653.83 | |

Job: 08-009
 Code: 06-410
 Price: \$25,546.¹⁴
 Initials: *CH*

Check/Credit Memo No:

| | |
|------------------------|------------------|
| Subtotal | 23,653.83 |
| Sales Tax | 1,892.31 |
| Total Invoice Amount | 25,546.14 |
| Payment/Credit Applied | |
| TOTAL | 25,546.14 |

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21,363.45